

Jay Bennett

President

Executive Director, Telecommunications

1275 Pennsylvania Avenue, N.W., Suite 1000

Washington, D.C. 20004

202-383-6429

fax: 202-347-1122

**PACIFIC X TELESIS**  
Group-Washington

EX PARTE OR LATE FILED

June 18, 1996

**EX PARTE**

William F. Caton  
Acting Secretary  
Federal Communications Commission  
Mail Stop 1170  
1919 M Street, N.W., Room 222  
Washington, D.C. 20554

Dear Mr. Caton:

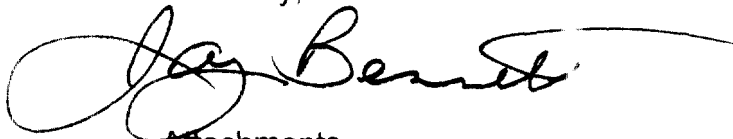
Re: *CC Docket No. 96-98*

Today the attached letters were delivered to Ms. Regina Keeney, Common Carrier Bureau Chief, and Mr. Richard Welch, Chief of the Policy and Program Planning Division.

We are submitting two copies of this notice in accordance with Section 1.1206(a)(1) of the Commission's rules.

Please stamp and return the provided copy to confirm your receipt. Please contact me should you have any questions.

Sincerely,



Attachments

cc: R. Keeney  
R. Welch

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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

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Thomas O. Moulton, Jr.  
Vice President  
Washington Operations

1775 Pennsylvania Avenue, N.W., Suite 1000  
Washington, D.C. 20004  
(202) 383-6464

**PACIFIC X TELESIS**  
Group-Washington

June 18, 1996

Ms. Regina Keeney  
Chief, Common Carrier Bureau  
Federal Communications Commission  
Room 500  
1919 M Street, N.W.  
Washington, D.C. 20554

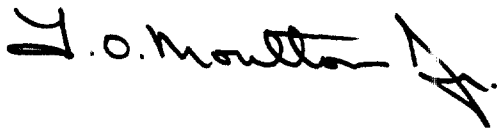
Re: *Pacific Bell's Negotiated Interconnection Arrangements*

Dear Ms. Keeney:

Attached in response to your request are copies of Pacific Bell's five concluded interconnection agreements. These agreements have been filed with the California Public Utilities Commission. Negotiation of interconnection agreements in California continues and we will keep you informed of all important developments. Additionally, we are currently working to schedule appointments at the Commission to share our experiences with the negotiation process.

If I or my staff can be of assistance, please don't hesitate to call on us.

Sincerely,

A handwritten signature in black ink, appearing to read "T.O. Moulton" followed by a stylized flourish or initial.

Attachments

Thomas O. Moulton, Jr.  
Vice President  
Washington Operations

1275 Pennsylvania Avenue, N.W., Suite 1400  
Washington, D.C. 20004  
(202) 383-6464

**PACIFIC**  **TELESIS** LLC  
Group-Washington

June 18, 1996

Mr. Richard Welch  
Chief, Policy and Program Planning Division  
Federal Communications Commission  
Room 544  
1919 M Street, N.W.  
Washington, D.C. 20554

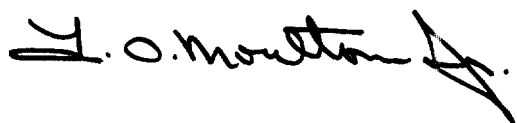
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Sincerely,



Attachments

cc: R. Keeney

## INDEX TO INTERCONNECTION AGREEMENTS

1. OVERVIEW
2. BROOKS FIBER COMMUNICATIONS
3. ICG ACCESS SERVICES, INC.
4. MFS INTELENET OF CALIFORNIA, INC.
5. PAC-WEST TELECOMM, INC.
6. TCG

## **OVERVIEW OF INTERCONNECTION AGREEMENT NEGOTIATIONS IN CALIFORNIA**

Seventy-four Competitive Local Carriers have applied for and/or received certification to provide local exchange service in California (31 for resale only, 40 for both facilities-based and resale, and 3 for facilities-based only). See attached summary.

Pacific Bell has signed five Interconnection Agreements. These carriers are MFS Intelenet of California, TCG (three corporate entities serving Los Angeles, San Diego and San Francisco), ICG Access Services, Inc., Brooks Fiber Communications (five corporate entities serving Bakersfield, Fresno, Sacramento, San Jose, and Stockton), and Pac-West Telecommunications. See tabs 2 through 6 for copies of the agreements.

In addition, Pacific Bell is currently in negotiations with 5 additional carriers. These carriers are AT&T, Electric Lightwave, Inc., GTE Mobilnet of California, MCI Metro Access Transmission Services, Winstar Wireless of California, Inc.

Pacific Bell just received requests to negotiate with two subsidiaries of cable television companies. These requests came from Cox Telecommunications of California, a subsidiary of Cox Cable, and from Continental Telecommunications of California, a subsidiary of Continental Cable.

## CALIFORNIA LOCAL EXCHANGE SERVICE COMPETITORS

**Competitors authorized by the CPUC to  
provide local exchange service statewide.**

No.	Name	Type	Date Filed	Authority (CPUC Decision Number)
1.	AddTel Communications, Inc.	Resale	9/1/95	D.96-02-072
2.	ADNET Telemanagement, Inc.	Resale	9/1/95	D.96-02-072
3.	Advantage Communications Group, Inc.	Facilities-based; resale	9/1/95	D.95-12-057; D.96-02-072
4.	Associated Group, Inc. dba Associated Communications of Los Angeles	Facilities-based; resale	9/1/95	D.95-12-057; D.96-02-072
5.	AT&T	Facilities-based; resale	9/1/95	D.95-12-057; D.96-02-072
6.	AWM Messaging Corp. dba Priority 1 + Long Distance	Resale	9/1/95	D.96-02-072
7.	Bakersfield Cellular Telephone Co.	Facilities-based; resale	9/1/95	D.96-02-072
8.	Bittel Telecommunications Inc.	Resale	9/1/95	D.96-02-072
9.	Brooks Fiber Communications of Bakersfield, Inc.	Facilities-based; resale	8/31/95	D.95-12-057; D.96-02-072
10.	Brooks Fiber Communications of Fresno, Inc.	Facilities-based; resale	8/31/95	D.95-12-057; D.96-02-072
11.	Brooks Fiber Communications of Sacramento, Inc.	Facilities-based; resale	8/24/95	D.95-12-057; D.96-02-072
12.	Brooks Fiber Communications of San Jose, Inc.	Facilities-based; resale	8/24/95	D.95-12-057; D.96-02-072
13.	Brooks Fiber Communications of Stockton, Inc.	Facilities-based; resale	8/31/95	D.95-12-057; D.96-02-072
14.	Business Discount Plan, Inc. dba L.D. Discount Plan	Resale	9/1/95	D.96-02-072
15.	Cable and Wireless, Inc.	resale	9/1/95	D.96-02-072

No.	Name	Type	Date Filed	Authority (CPUC Decision Number)
16.	Cable Plus Company, L.P. dba Telephone Plus	Facilities-based; resale	9/1/95	D.95-12-057; D.96-03-010
17.	CalTech International Telecom Corp.	Resale	9/1/95	D.96-02-072
18.	Cellular 2000	Facilities-based; resale	9/1/95	D.96-02-072
19.	Century Telecommunications, Inc.	Facilities-based; resale	9/1/95	D.95-12-057; D.96-02-072
20.	Continental Telecommunications of California	Facilities-based; resale	9/1/95	D.95-12-057; D.96-02-072
21.	Dial and Save of California Inc. dba Dial and Save	Resale	8/25/95	D.96-02-072
22.	Electric Lightwave, Inc.	Facilities-based; resale	9/1/95	D.95-12-057; D.96-02-072
23.	Extelcom, Inc. dba Express Tel	Resale	9/1/95	D.96-02-072
24.	Fiber Data Systems, Inc.	Facilities-based; resale	9/1/95	D.95-12-057; D.96-02-072
25.	Fibernet, Inc.	Resale	9/1/95	D.96-02-072
26.	Genesis Communications International, Inc.	Resale	9/1/95	D.96-02-072
27.	GST Lightwave (CA), Inc.	Facilities-based; resale	8/31/95	D.95-12-057; D.96-02-072
28.	GST Pacific Lightwave, Inc.	Facilities-based; resale	9/1/95	D.95-12-057; D.96-02-072
29.	GTE Card Services	Resale	9/1/95	D.96-02-072
30.	GTE Intelligent Network Services Inc.	Facilities-based; resale	9/1/95	D.95-12-057
31.	GTE Mobilnet of California	Resale	9/1/95	D.96-02-072
32.	GTEC	Facilities-based; resale	9/1/95	D.95-12-057; D.96-02-072

No.	Name	Type	Date Filed	Authority (CPUC Decision Number)
33.	ICG Access Services, Inc.	Facilities-based; resale	9/1/95	D.95-12-057; D.96-02-072
34.	Info-Tech Communications	Facilities-based; resale	8/31/95	D.95-12-057; D.96-02-072
35.	L.D. Services, Inc.	Resale	8/25/95	D.96-02-072
36.	LCI International	Resale	9/1/95	D.96-02-072
37.	Linkatel Pacific, L.P.	Facilities-based; resale	9/1/95	D.95-12-057; D.96-02-072
38.	Long Distance Charges, Inc.	Resale	9/1/95	D.96-02-072
39.	Mammoth Cellular Corp.	Facilities-based; resale	9/1/95	D.96-02-072
40.	MCI Metro Access Transmission Services, Inc.	Facilities-based; resale	9/1/95	D.95-12-057; D.96-02-072
41.	MFS Intelenet of California	Facilities-based; resale	8/29/95	D.95-12-057; D.96-02-072
42.	Napa Valley Telecom Services dba Ameritel	Resale	9/1/95	D.96-02-072
43.	National Comtel Network, Inc.	Resale	9/1/95	D.96-02-072
44.	NewTelco, L.P., dba The Sprint Telecommunication Venture	Facilities-based; resale	8/31/95	D.95-12-057; D.96-02-072
45.	NextLink of California	Facilities-based; resale	9/1/95	D.95-12-057; D.96-02-072
46.	NucomNet	Resale	9/1/95	D.96-02-072
47.	Pac-West Telecomm, Inc.	Facilities-based; resale	9/1/95	D.95-12-057; D.96-02-072
48.	Pacific Bell	Facilities-based; resale	9/1/95	D.95-12-057; D.96-02-072
49.	Preferred Long Distance	Resale	9/1/95	D.96-02-072



No.	Name	Type	Date Filed	Authority (CPUC Decision Number)
50.	SLO Cellular, Inc.	Facilities-based; resale	9/1/95	D.96-02-072
51.	TCG Los Angeles	Facilities-based; resale	8/31/95	D.95-12-057; D.96-02-072
52.	TCG San Diego	Facilities-based; resale	8/31/95	D.95-12-057; D.96-02-072
53.	TCG San Francisco	Facilities-based; resale	8/31/95	D.95-12-057; D.96-02-072
54.	Tele-Matic Corp	Resale	9/1/95	D.96-02-072
55.	The Telephone Connection of Los Angeles, Inc.	Resale	9/1/95	D.96-02-072
56.	U.S. Long Distance, Inc.	Facilities-based; resale	8/31/95	D.96-02-072
57.	U.S. Voice Telemanagement, Inc.	Resale	9/1/95	D.96-02-072
58.	Unitel Communications	Facilities-based; resale	9/1/95	D.96-02-072
59.	Universal Pacific Communications, Inc.	Resale	9/1/95	D.96-02-072
60.	Viacom Communications Inc.	Facilities-based	9/1/95	D.95-12-057
61.	Winstar Wireless of California, Inc.	Facilities-based; resale	8/25/95	D.95-12-057; D.96-02-072
62.	WorldCom, Inc. dba LDDS WorldCom	Resale	9/1/95	D.96-02-072

**Potential Local Exchange Service Competitors  
Applications to CPUC for Local Exchange Service  
Authority Pending As of April 1, 1996**

No	Name	Type	Date Filed	Proceeding Number
1.	Caribbean Telephone and Telegraph, Inc., dba The Long Distance Company	Facilities based; resale	9/1/95	
2.	Communication Telesystems International	Facilities-based; resale	8/30/95	
3.	Correctional Communications Corp.	Resale	2/29/96	96-02-054
4.	Cox California Telecom, Inc.	Resale	3/27/96	96-03-050
5.	Dialink Corporation	Resale	1/5/96	96-01-006
6.	Falcon Holding Group	Facilities-based		
7.	Frontier Local Services, Inc.	Facilities-based	12/19/95	95-09-069 95-12-050
8.	Integrated Teleservices, Inc.	Resale	12/21/95	95-12-087
9.	Time Warner Connect	Resale	1/3/96	96-01-003
10.	Sasscom, Inc.	Facilities-based; resale	3/5/96	
11.	Venture Technologies Group, Inc., dba Allegro Communications	Facilities-based; resale	9/1/95	
12.	Working Assets Funding Service, Inc.	Resale	8/30/95	

## LOCAL INTERCONNECTION AGREEMENT

March 4, 1996

Pursuant to this Local Interconnection Agreement ("Agreement"), Brooks Fiber Properties on behalf of Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Fresno, Inc., and Brooks Fiber Communications of San Jose, Inc., (collectively referred to herein as "Brooks") and Pacific Bell ("Pacific") (the "Parties") agree to interconnect with each other within each LATA in which they both operate within the State of California, as described and according to the terms, conditions and pricing specified hereunder.

### I. RECITALS & PRINCIPLES

WHEREAS, the Parties seek to accomplish local interconnection in a technically and economically efficient manner; and

WHEREAS, the public will benefit if the local exchange networks of the Parties are interconnected so that customers of each carrier can seamlessly receive calls that originate on the other carrier's network and place calls that terminate on the other carrier's network; and

WHEREAS, the California Public Utilities Commission ("Commission") has issued its Interim Opinion D.95-12-056 ("Opinion") in which it establishes preferred outcomes related to Competitive Local Carriers ("CLCs") and Local Exchange Carriers ("LECs") interconnection; and

WHEREAS, the Commission has created an expedited 14-day contracting process for interconnection agreements between CLCs and LECs; and

WHEREAS, Brooks and Pacific wish to utilize this expedited contractual process; and,

WHEREAS, Brooks and Pacific have agreed on local interconnection terms and conditions incorporating the Commission's Preferred Outcomes for Interconnection Contracts (Opinion, Appendix A).

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Brooks and Pacific hereby covenant and agree as follows:

### II. DEFINITIONS

A. "Bill and keep" means a form of compensation for the termination of local traffic, as defined in the Opinion at Appendix C, page 13.

B. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS")

parameter which refers to the number transmitted through the network identifying the calling party.

C. "Central Office Switch", "Central Office" or "CO" means a switching entity within the public switched telecommunications network, including but not limited to:

- "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered.
- "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

D. "Charge Number" is a CCS signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

E. "CLASS Features" mean certain CCS-based features available to end users. CLASS features include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

F. "Centralized Message Distribution System" ("CMDS") is the transport system that the RBOCs and other incumbent LECs use to exchange outcollect and Carrier Access Billing System ("CABS") access messages among each other and other parties connected to CMDS.

G. "Commission" means the California Public Utilities Commission.

H. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call.

I. "Control Office" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements

J. "DS-1" is a digital signal rate of 1.544 Megabits Per Second ("Mbps").

K. "DS-3" is digital signal rate of 44.736 Mbps.

L. "Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files.

M. "Exchange Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls

to, or receive calls from, other stations on the public switched telecommunications network. Exchange Service includes basic residence and business line service, PBX trunk line service, pay phone line service, Centrex line service and ISDN line services. Exchange Service does not include Private Line, Switched and Special Access services.

N. "Expanded Interconnection Service" or "EIS" is the collocation arrangement which Pacific provides in its designated wire centers, and shall have the same meaning as set forth in Pacific's CPUC Tariff 175-T, Sec. 16.

O. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks.

P. "Interexchange Carrier" or "IXC" means a provider of stand-alone interexchange telecommunications services.

Q. "ISDN" means Integrated Services Digital Network, which is a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.

R. "Local Exchange Routing Guide" or "LERG" is a Bellcore reference used by LECs, IXCs and CLCs to identify NPA-NXX routing and homing information as well as network element and equipment designations.

S. "Local Exchange Carrier" or "LEC" and "Competitive Local Carrier" or "CLC" shall have the meanings as set forth in the Opinion, Appendix C, Sections 3.A and B, respectively.

T. "Local Interconnection Trunks/Trunk Groups" provide for the termination of local exchange traffic and intraLATA toll telephone traffic.

U. "Meet-Point Billing" refers to an arrangement whereby two local carriers (including a LEC and a CLC) jointly provide Switched Access Service to a switched access customer or from one of their end office switches, with each receiving, by mutual agreement, an appropriate share of their tariffed transport element revenues.

V. "MECAB" refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more local carriers (including a LEC and a CLC), or by one LEC in two or more states within a single LATA.

W. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the

Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access service which is to be provided by two or more local carriers (including a LEC and a CLC).

X. "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

Y. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" ("SAC Code") is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 900, and 700 are examples of Non-Geographic NPAs.

Z. "NXX," "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

AA. "Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers or wireless carriers, and switched access calls are not included in the calculation of PLU.

BB. "Rating Point" is the V&H coordinate associated with a particular telephone number for rating purposes.

CC. "Routing Point" means a location which a LEC or CLC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC or CLC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. The Routing Point need not be the same as the Rating Point, nor must it be located within the rate center area, but must be in the same LATA as the NPA-NXX.

DD. "Signal Transfer Point" or "STP" is a switch that performs a packet switching function that routes signaling messages among Service Switching Points ("SSPs"), Service Control Points ("SCPs"), Signaling Points ("SPs"), and other STPs in order to set up calls and to query databases for advanced services.

EE. "Switched Access Service" means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area

pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, Toll Free Service, and 900 access. Switched Access does not include traffic exchanged between LECs and CLCs for purpose of local exchange interconnection.

FF. "Transit Rate" is the rate that applies to local and toll calls sent between a LEC and a CLC destined for a third-party LEC or CLC.

GG. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free (i.e. 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.

HH. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and access services, are located. However, for purposes of EIS, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

### III. TECHNICAL PROVISIONS

This Agreement covers the initial tandem-level local interconnection between the Parties.

A. Interconnection At All Pacific Tandems Within Each LATA. Brooks will interconnect with each and every Pacific access tandem in the LATA(s) in which it originates traffic and interconnects with Pacific. Brooks may not route Local Interconnection traffic to a Pacific access tandem destined for an NXX which subtends another tandem.

Brooks and Pacific agree to interconnect their networks through facilities between Brooks switches and the corresponding Pacific access tandems set forth in the following table. Logical trunk groups will be established referencing the appropriate Brooks Routing Point and Pacific access tandem. In addition, where necessary and as mutually agreed to, facilities will be defined between the Parties' networks to permit the following trunk group(s) to be established.

Brooks Switches	Brooks Routing Point	POI	Pacific Access Tandem
SCRMCACRDSO	SCRMCARDOSO	SCRMCA01W10	SCRMCA0103T
SNVACAUIDSO	SNVACAUIDSO	SNTCCA01W32	SNTCCA0148T
SNVACAUIDSO	SNVACAUIDSO	SNTCCA01W32	SNFCCA2143T
SNVACAUIDSO	SNVACAUIDSO	SNTCCA01W32	OKLDCA0349T
SNVACAUIDSO	SNVACAUIDSO	SNTCCA01W32	SNRSCA0130T
SNVACAUIDSO	SNVACAUIDSO	SNTCCA01W32	EURKCA0141T

Nothing in the foregoing restricts either Party from ordering and establishing Brooks - Pacific local interconnection trunk groups in addition to the initial combinations described above.

B. Single POI Model. For each Pacific access tandem where Brooks and Pacific interconnect for the exchange of local and intraLATA toll and meet point Switched Access traffic, Brooks and Pacific agree that there will be a single Point of Interconnection ("POI").

C. Sizing and Structure of Interconnection Facilities. The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth in Section XII, below. The interconnection facilities provided by each Party shall be superframe with Alternate Mark Inversion Line Code and Superframe Format Framing ("AMI") at either the DS-1 or DS-3 level, according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning - forecasting meetings.

D. Two-Way Trunks. Interconnection will be provided via two-way trunks. Two-way trunks will be established to exchange local and intraLATA toll and separate two-way trunks will be established for the joint provision of meet-point Switched Access traffic.

E. Signaling Protocol. The Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks.

#### IV. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

##### A. Description.

The Parties shall reciprocally terminate local exchange traffic and intraLATA toll calls originating on each other's networks, as follows:



1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of local exchange traffic and intraLATA toll traffic.

The Parties will provide CCS to one another in conjunction with all two-way trunk groups. Brooks may establish CCS interconnections either directly or through a third party. CCS interconnection, whether direct or by third party shall be pursuant to PUB L-780023-PB/NB and charges will be applied based on the option for CCS interconnection Brooks selects, as follows:

- (a) If CCS interconnection is from Pacific's STPs to Brooks' STPs solely for the purpose of exchanging signaling for each Party's local exchange traffic, then no charges will apply for such SS7 links or ports.
- (b) If Brooks uses a third party CCS provider to connect to Pacific's STPs, then charges will apply to such SS7 links, to the third party, as set forth in Pacific's CPUC 175-T tariff, Section 6.
- (c) If Brooks connects its end office(s) directly to Pacific's STPs, then Pacific will apply 50% (one half) of the charges set forth in Pacific's CPUC 175-T tariff, Section 6 for such SS7 links.

If Brooks elects to use Local Interconnection signaling arrangement option (a) or (c) above in the future for switched access calls (e.g., FGB or FGD), the Parties agree to renegotiate the rates, terms and conditions prior to such use. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided including CPN. All privacy indicators will be honored.

2. Brooks will provide Pacific an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities by April 1, 1996, consistent with the forecasting agreements between the Parties. Upon receipt of this forecast, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS ESF facilities, for the sole purpose of transmitting 64K CCC data calls between Brooks and Pacific. In no case will these trunks be used for calls for which the User Service Information parameter (also referred to as "Bearer Capability") is set for "speech." Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLC, or Pacific internal customer demand for 64K CCC trunks. Where technically feasible, these trunks will be established as two-way.

Orders for 64K CCC Local Interconnection Trunks will be placed by Brooks no earlier than May 1, 1996.

3. Brooks may opt at any time to terminate to Pacific some or all local exchange traffic and intralATA toll traffic originating on its network, together with Switched Access traffic, via Feature Group D or Feature Group B Switched Access Services. Brooks may otherwise purchase these Switched Access Services from Pacific subject to the rates, terms and conditions specified in Pacific's standard intrastate access tariffs.
4. Neither Party shall terminate Switched Access traffic over Local Interconnection Trunks.
5. Except by mutual agreement, Brooks may not terminate third party LEC or wireless service provider traffic over the Local Interconnection Trunk Groups. However, the Parties agree to renegotiate this restriction for local exchange traffic from third party wireless service provider(s) when such provider is granted authority through a local exchange CPCN by the Commission.
6. In addition, the Parties agree to mutually negotiate the termination by Brooks of traffic from other CLCs over Local Interconnection Trunk Groups. These negotiations will include, but are not limited to, the issues of network capacity, forecasting, and compensation terms (including calculation and verification of PLU). Such negotiations shall be conducted by the Parties in good faith and consent to the termination of such traffic shall not be unreasonably withheld.
7. Brooks shall only deliver traffic over the Local Interconnection Trunk Group(s) to a Pacific access tandem for those publicly-dialable NPA NXX codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.
8. Pacific shall deliver all traffic destined to terminate at a Brooks end office or tandem in accordance with the serving arrangements defined in the Local Exchange Routing Guide ("LERG"). However, in no case shall Pacific deliver calls destined to terminate at a Brooks end office via another LEC's or CLC's end office or tandem.
9. Where Brooks delivers over the Local Interconnection Trunk group miscellaneous non-local calls (i.e., time, weather, NPA-555, Busy Line Verify/Interrupt, California 900, Mass Calling Codes) destined for Pacific, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG. Brooks will block originating 976 calls toward Pacific until the Parties mutually agree by separate agreement on the billing and collection for such calls.

10. N11 codes (i.e., 411, 611, 911) shall not be sent between Brooks' and Pacific's network over the Local Interconnection Trunk Groups.
11. There are certain types of calls that require exchange of billing records between the Parties. These types of calls include: Toll Free Service calls, 900 calls, Feature Group B and D Switched Access calls to and from IXCs, and intrastate alternate billed calls (e.g., calling card, bill-to-third, and collect). The exchange of billing records for calls of this type will be distributed through the existing CMDS processes.
12. The Parties will negotiate and execute a separate agreement within 30 days from the effective date of this Agreement, for the settlement of revenues associated with the calls described in IV.A.11.
13. In LATAs where other Local Exchange Carriers have tandems, it is the responsibility of Brooks to negotiate intercompany arrangements directly with that LEC. Pacific has no responsibility for and does not intend to accept traffic routed through another LEC's tandem to Pacific's tandem destined for Brooks' NXX codes.

**B. Compensation for Call Termination**

Notwithstanding the following, the Parties agree to amend this Agreement with regard to compensation for the termination of local calls (as described in this section) in accordance with any further Commission decision(s) regarding compensation for local and/or toll call termination between LEC and CLCs.

1. The following compensation rates shall apply for traffic carried from Brooks to Pacific:
  - a. Bill and Keep: Applicable to all local (Zone Usage Measurement ("ZUM") Zone 1 and ZUM Zone 2), Extended Area Service and ZUM Zone 3 traffic.
  - b. Toll Rate: Applicable to intraLATA toll calls based on intrastate Switched Access rates as described below:
    - Tandem switched transport as listed in Pacific's Schedule Cal. P.U.C. 175-T at Section 6.8.2(C):
      - Fixed - per minute of use.
      - Variable - per mile per minute of use. Mileage is calculated based on the airline miles between the Vertical and Horizontal ("V&H") coordinates of the POI and the Pacific end office.
    - Tandem switching - per minute of use

- Network Interconnection Charge - per minute of use as listed in 175-T Section 6.8.2(D)
- Local switching - per minute of use as listed in 175-T Section 6.8.3(A) with the following sub-elements:
  - Set-up (per call)
  - Minutes of Use.

c. Transit Rate: Brooks shall pay a transit rate of \$.0065 per minute when Brooks uses a Pacific access tandem to originate a call to a third party LEC, another CLC or another Brooks end office. If Pacific enters into an interconnection agreement with another CLC that provides for a transit rate lower than \$.0065, that transit rate will be substituted for the rate set in this paragraph upon the effective date of that agreement. If Brooks receives a call through Pacific's access tandem that originates from another CLC, LEC, or wireless provider, Brooks will not charge Pacific any rate elements for this call, regardless of whether the call is local or toll. Brooks will establish appropriate billing relationships directly with the other CLC, LEC, or wireless provider.

When Brooks uses a Pacific access tandem to transit a toll call to a third party LEC end office, and that LEC is a member of the California Toll Pool ("Pooling LEC"), Pacific will bill and Brooks will pay Pacific's local switching and proportionate local transport rates in addition to the transit rate above. Pacific will remit such revenues to the California Toll Pool. When a Pooling LEC originates a toll call that terminates to a Brooks NXX, Brooks will bill and Pacific will pay Brooks local switching and local transport rates as if the call originated from a Pacific end office.

d. The Parties will not charge each other for any calls that they originate to any wireless provider NPA NXXs that are shown in the LERG as being resident in either a Pacific or Brooks access tandem or in the wireless provider's Mobile Telephone Service Office ("MTSO(s)") which directly subtend the access tandem. However, the Parties agree to renegotiate this arrangement for local exchange traffic from third party wireless service provider(s) when such provider is granted authority through a local exchange CPCN by the Commission.

2. The following compensation rates shall apply for traffic carried from Pacific to Brooks :

a. Bill and Keep: Applicable to all local (ZUM Zone 1 and ZUM Zone 2), Extended Area Service and ZUM Zone 3 traffic.

b. Toll Rate: Applicable to intraLATA toll calls, based on Brooks'

intrastate Switched Access rates as found in Brooks' tariff Cal.P.U.C. Schedule CLC 3-T, which currently mirrors by reference Pacific Bell's Cal. P.U.C. 175-T, Switched Access tariff.

c. **Transit Rate:** Pacific shall pay a transit rate equal to the rate set in Paragraph IV.B.1.c when Pacific uses a Brooks switch to originate a call to a third party LEC, another CLC or another Pacific access tandem.

3. For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in Sections IV.B.1.b and IV.B.2.b, above, shall be charged by the Party originating the call rather than the Party terminating the call.

4. Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. These recordings are necessary for each Party to generate bills to the other party.

5. Measurement of minutes of use over Local Interconnection Trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.

6. Each Party will provide to the other, within 15 calendar days of executing this Agreement and thereafter on a quarterly basis, within 15 calendar days after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunk arrangements:

a. Total traffic volume described in terms of minutes and messages and by call type (local, toll and other) terminated to each other over the Local Interconnection Trunk Groups, and

b. 'LU.

7. Late payment charges for interconnection charges will be assessed as described in Pacific's tariff, CPUC 175-T, Section 2.4.1.B and Brooks' CPUC CLC 1-T tariff.

8. For California 900 calls (those 900 NXXs shown in the LERG as Pacific's 900 NXXs), Brooks shall deliver calls originated over Brooks -provided exchange services to the Local Interconnection Trunk Groups. For California 900 calls, Brooks and Pacific will use their best efforts to negotiate and execute an arrangement for the rating and billing of such calls within 30 days of the execution of this Agreement. Until such agreement is executed, Brooks may choose to block such calls, or Brooks will agree to back-billing of such calls once the subsequent agreement is executed retroactive to the effective date of this Agreement.

C. Compensation for Use of Facilities for Local Interconnection

1. Where the POI for the Local Interconnection Trunk group is at an EIS arrangement other than in the same wire center as the Pacific Access Tandem where the Local Interconnection Trunk Group terminates, Brooks will pay a monthly charge of one channel termination at DS-1 rates (per DS-1 used for Local Interconnection Trunks) or DS-3 rates (per DS-3 used for Local Interconnection Trunks) according to Pacific's CPUC 175-T tariff, Section 6.8.2., in addition to the switched access elements in Paragraph IV.B.1.b above.
2. Where the POI for the Local Interconnection Trunk group is at an EIS arrangement in the same wire center as the Pacific Access Tandem where the Local Interconnection Trunk Group terminates, Pacific will pay Brooks a monthly charge of one channel termination according to Brooks' CPUC CLC 3-T tariff, Section B.1, (applicable to Pacific's territory) in addition to the switched access elements in Paragraph IV.B.2.b above. Pacific may, at its option, choose to pay Brooks either the applicable Brooks tariffed DS-1 rates for those DS-1(s) used for Local Interconnection Trunks in a DS-3 facility, or pay the applicable Brooks tariffed DS-3 rate for each DS-3 facility used for Local Interconnection Trunks between the Parties.

D. Maintenance of Service

A maintenance of service charge applies whenever either Party requests the dispatch of either Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

1. No trouble is found in the interconnection trunks; or
2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed Maintenance Limits.

If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

Billing for Maintenance of Service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates:

1. basic time;

2. overtime; or
3. premium time

as defined for billing by Pacific in Pacific's tariff CPUC 175-T, Section 13 and in Brooks tariff CPUC CLC 3-T, p. 5.

E. E9-1-1 Service

The Parties understand and agree that E9-1-1 Service is critical to maintain public safety. In accordance with the Opinion, the Parties agree to interconnect their networks and supply necessary data so that Brooks can provide E9-1-1 access to its subscribers. Rates, terms and conditions of such interconnection and data updates are contained in Pacific's tariffs. Pacific will provide and Brooks will use an electronic interface to enter E9-1-1 customer records into Pacific's E9-1-1 Database Management System. Pacific will make such interface available to Brooks within 90 days of the execution of this Agreement and Brooks agrees to use such interface within 30 days of such availability.

F. End User Repair Call Referrals

1. In answering repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party may respond with factual information in answering customer questions.

2. Brooks and Pacific will provide their respective repair numbers to one another on a reciprocal basis.

G. Busy Line Verification and Interrupt

1. Description

a. Brooks shall use best efforts to establish procedures whereby its operator bureau will coordinate with the operator bureau of the other party in order to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users on or before December 31, 1996.

b. BLV and BLVI inquiries between operator bureaus shall be routed using network-routable access codes published in the LERG over the Local Interconnection Trunks.

2. Compensation

Each Party shall charge the other party for BLV and BLVI at the rates contained in their respective switched access tariffs.

#### H. Directory Assistance

If either Party terminates directory assistance calls over the Local Interconnection Trunk Groups, it shall charge the other party for such directory assistance calls at the rates contained in its switched access tariff.

#### V. MEET-POINT TRUNKING ARRANGEMENTS

A. Two-way trunks will be established to enable Brooks and Pacific to jointly provide Feature Group B and D ("FGB" and "FGD") Switched Access Services via a Pacific access tandem switch.

B. Brooks may use meet-point trunks to send and receive FGB and FGD calls from Switched Access customers connected to Pacific's access tandem.

C. Brooks will use separate facilities and separate two-way trunk groups at each and every Pacific access tandem under which Brooks' NXXs home using DS-1 or DS-3 facilities than the facilities used for Local Interconnection Trunk Groups. Neither Party will charge the other any amount for any meet-point facilities.

D. In the case of Switched Access Services provided through Pacific's access tandem, Pacific will not offer blocking capability for Switched Access customer traffic delivered to Pacific's tandem for completion on Brooks' network. Pacific and Brooks understand and agree that meet-point trunking arrangements are available and functional only to/from Switched Access customers who directly connect with the tandem(s) that Brooks sub-tends in each LATA. In no event will Pacific be required to route such traffic through more than one tandem for connection to/from Switched Access customers. Pacific shall have no responsibility to ensure that any Switched Access customer will accept traffic Brooks directs to the Switched Access customer.

E. The Parties will provide CCS to one another, where and as available, in conjunction with meet-point two-way trunk groups. Brooks may establish CCS interconnections either directly or through a third party, provided such third-party is interconnected with Pacific pursuant to PUB L 780023-PB/NB and subject to the terms and conditions stated in section IV. A.2 above. If Brooks elects to use the same Local Interconnection signaling arrangement in the future for switched access calls (e.g., FGB or FGD), the Parties agree to renegotiate the rates, terms and conditions prior to such use. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. Brooks will provide all CCS signaling including Charge Number, originating line information ("OLI"), etc. For terminating FGD, Pacific will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided by Brooks



wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

F. Common channel signaling shall be utilized in conjunction with meet-point trunks; except multifrequency "MF") signaling must be used on a separate meet point trunk group for originating FGD access to Switched Access customers that use MF FGD signaling protocol. MF and CCS trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

G. All originating Toll Free Service calls for which Pacific performs the Service Switching Point ("SSP") function (e.g., performs the database query) shall be delivered by Brooks using GR-394 format over the meet point trunk group. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls.

H. All originating Toll Free Service calls for which Brooks performs the SSP function, if delivered to Pacific, shall be delivered by Brooks using GR-394 format over the meet point trunk group for calls destined to IXCs, or shall be delivered by Brooks using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend Pacific access tandem.

I. Originating Feature Group B calls delivered to Pacific's tandem shall use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving Pacific access tandem.

J. Brooks and Pacific shall use their best efforts to negotiate the terms and conditions for meet-point billing, including, but not limited to, the meet-point billing options, bill period, and exchange of usage and billing data, and to sign such an agreement within 30 days of the effective date of this agreement. Backbilling will apply to any meet-point billing traffic completed by the Parties prior to execution and approval of the meet-point billing agreement. Such backbilling will be calculated pursuant to the terms of the meet-point billing agreement, based on the Parties' tariffed Switched Access rates.

## VI. CONFIDENTIALITY OF DIRECTORY ASSISTANCE AND WHITE PAGES LISTINGS

Pacific will accord Brooks' directory listings information the same level of confidentiality which Pacific accords its own directory listing information, and Pacific shall ensure that access to Brooks' customer proprietary confidential directory information will be limited solely to those employees who immediately supervise or are directly involved in the processing and publishing of listings and directory delivery. Pacific will not use Brooks directory listings for the marketing of telecommunications services.

## VII. RESPONSIBILITIES OF THE PARTIES

A. Pacific and Brooks agree to treat each other fairly, nondiscriminatorily, and